

FINANCE COMMITTEE

NOVEMBER 4, 2015

7:00 PM

Aldermanic Chamber

ROLL CALL

PUBLIC COMMENT

COMMUNICATIONS

1. From: Dan Kookan, Purchasing Manager
Re: Purchase of Used Undercover Vehicles (Value: \$25,000); Department: 150 Police;
Account: 50.4025-81500 US Department of Justice Forfeiture - Vehicles
2. From: Dan Kookan, Purchasing Manager
Re: BSP – Sanborn Head Environmental Engineering Amendment #10 (Value: \$35,500)
Department: 160 Admin/Engineering; Fund: Bond; Activity Description: Broad Street Parkway
3. From: Dan Kookan, Purchasing Manager
Re: Contract Award for Transit Advertising Services; Department: 186 Transit
4. From: Dan Kookan, Purchasing Manager
Re: Purchase of Four (4) Swenson EV100 1056SS Stainless Steel V-Box Spreaders
(Value: \$42,000); Department: 161 Streets; Fund: Prior Year Escrows; Account Classification:
71 Equipment
5. From: Dan Kookan, Purchasing Manager
Re: FY16 Pavement Markings Contract (Value: \$155,525); Department: 161 Streets; Fund:
General; Account Classification: 54 Other Services
6. From: Dan Kookan, Purchasing Manager
Re: Hazen and Sawyer Regarding EPA Appeal Process; Department: 169 Wastewater; Fund:
Wastewater; Account Classification: 53 Professional and Technical Services
7. From: Dan Kookan, Purchasing Manager
Re: Water Quality Sampling & Analysis, CSO Post Construction Plan (Value: \$45,000)
Department: 169 Wastewater; Fund: Wastewater; Account Classification: 53 Professional
& Technical Services

UNFINISHED BUSINESS – None

NEW BUSINESS – RESOLUTIONS

R-15-185

Endorser: Mayor Donnalee Lozeau

**APPROVING A SITE LEASE AGREEMENT WITH T-MOBILE NORTHEAST, LLC TO RELOCATE
THE LESSEE'S COMMUNICATION EQUIPMENT LOCATED AT WHIPPLE STREET, MINE FALLS
PARK TO THE NEW REPLACEMENT TOWER**

- Also assigned to the Board of Public Works; to appear on its 11/19/15 agenda

R-15-186

Endorser: Mayor Donnalee Lozeau

**APPROVING A FIRST AMENDMENT TO EASEMENT IN GROSS WITH T-MOBILE NORTHEAST,
LLC (SUCCESSOR IN INTEREST TO OMNIPOINT COMMUNICATIONS MB OPERATIONS, LLC)
TO INCREASE EASEMENT FEES**

- Also assigned to the Board of Public Works; to appear on its 11/19/15 agenda

NEW BUSINESS – ORDINANCES – None

TABLED IN COMMITTEE

From: Dan Kookan, Purchasing Manager

**Re: Public Health & Community Services Facility Cost Estimation and Site Selection Services
(Value: \$33,300); Department: 171, Community Services; Escrow Funds**

- Tabled – 10/21/15

DISCUSSION

RECORD OF EXPENDITURES

PUBLIC COMMENT

POSSIBLE NON-PUBLIC SESSION

ADJOURNMENT



City of Nashua
Central Purchasing
229 Main Street
Nashua NH 03060
603-589-3330 Fax: 603-589-3344

October 29, 2015
Memo #16-073

TO: MAYOR LOZEAU
FINANCE COMMITTEE

SUBJECT: PURCHASE OF USED UNDERCOVER VEHICLES (VALUE: \$25,000)
DEPARTMENT: 150 POLICE;
ACCOUNT: 50.4025-81500 US DEPARTMENT OF JUSTICE FORFEITURE -
VEHICLES

Please see the attached communications from Andrew J. Lavoie, Chief of Police dated October 12, 2015 and Karen A. Smith, Business Manager for the information related to this purchase.

Pursuant to and in accordance with NRO § 5-84 (A) (9) Special Purchase Procedures, the purchase is to be considered by the Aldermanic Finance Committee in non-public session per NH RSA 91-A if necessary.

The Nashua Police Department and the Purchasing Department recommend the purchase of these vehicles in the amount of \$25,000. The source of funding will be through equitable sharing forfeiture funds currently in account 50.4025.81500 US Department of Justice Forfeiture – Vehicles.

Respectfully,

Dan Kooker
Purchasing Manager

Cc: K Smith A Lavoie



Intradepartmental Communication

To: Dan Kookan, Purchasing Manager
From: Karen A. Smith, Business Manager
Subject: Undercover vehicle

The Nashua Police Department is requesting the purchase of two used vehicle for undercover use by the Narcotics Investigation Division. The first vehicle is a 2012 model for the price of \$12,000 after trade. The second vehicle is a 2013 model for the price of \$13,000. The funding for the purchase will be from the Department of Justice Equitable Sharing Forfeiture account.

The Nashua Police Department, and Fleet Maintenance Division recommend the purchase in the amount of \$25,000 under NRO5-84(A)(9) Special Purchase Procedures.

Sincerely,

A handwritten signature in cursive script, appearing to read "Karen A. Smith", written over a horizontal line.

Karen A. Smith
Business Manager

Nashua Police Department

Panther Drive; P.O. Box 785
Nashua, NH 03061-0785
Phone (603) 594-3500

Main Fax: (603) 594-3516
Administration Fax: (603) 594-3615
Detective Bureau Fax: (603) 594-3616
Legal Bureau Fax: (603) 594-3571

Andrew J. Lavole
Chief of Police

October 12, 2015

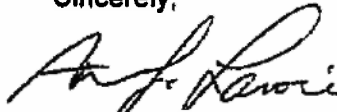
Mr. Dan Kooken
Purchasing Manager
229 Main Street
Nashua, NH 03061-2019

Dear Mr. Kooken:

Subject: Police Department Purchase – Special circumstances

The purchase of two used undercover vehicle for use by our Narcotics Investigations Division is requested under the special purchase procedures in accordance with Ordinance NRO 5-84 (A)(9) per NH RSA 91-A. In compliance with the ordinance, please accept this letter as approval as Chief of Police to authorize the \$25,000 purchase for the two vehicle

Sincerely,



Andrew J. Lavole
Chief of Police



A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY

| | Year | Mileage | Kelly Blue | List Price | Trade | Fees | Total Sale Price |
|---|------|---------|------------|------------|----------|-----------|------------------|
| 1 | 2012 | 35,970 | \$ 16,357 | \$ 16,987 | \$ 4,500 | \$ 559.95 | \$ 12,000 |
| 2 | 2012 | 63,063 | | \$ 16,995 | \$ 4,500 | \$ 559.95 | \$ 13,055 |
| 3 | 2012 | 20,636 | | \$ 21,999 | \$ 4,500 | \$ 559.95 | \$ 18,059 |

| | Year | Mileage | Kelly Blue | List Price | Trade | Fees | Total Sale Price |
|---|------|---------|------------|------------|-------|-----------|------------------|
| 1 | 2013 | 21,098 | \$ 14,105 | | \$ - | \$ 559.95 | \$ 13,000 |
| 2 | 2013 | 17,977 | | \$ 16,995 | \$ - | \$ 559.95 | \$ 17,555 |
| 3 | 2013 | 27,228 | | \$ 15,949 | \$ - | \$ 559.95 | \$ 16,509 |



City of Nashua

Central Purchasing

229 Main Street

Nashua NH 03060

603-589-3330 Fax: 603-589-3344

October 29, 2015

Memo #16-077

TO: MAYOR LOZEAU
FINANCE COMMITTEE

SUBJECT: BSP – SANBORN HEAD ENVIRONMENTAL ENGINEERING AMENDMENT #10
(VALUE: \$35,500)
DEPARTMENT: 160 ADMIN/ENGINEERING; FUND: BOND
ACTIVITY DESCRIPTION: BROAD STREET PARKWAY

Please see the attached communication from Steven Dookran, P.E., City Engineer dated October 22, 2015 for information related to this purchase.

Amendment #10 provides further budget needed to sample suspect excavated material and reduce reaction time as additional pockets of asbestos are encountered. Efforts to address asbestos continue to take greater time by the Contractor than anticipated requiring more oversight.

The City Engineer, Board of Public Works (October 22, 2015) and the Purchasing Department recommend the award of this contract to **Sanborn Head Associates of Concord, NH** in an amount of **\$35,500**.

Respectfully,

Dan Kooken
Purchasing Manager

Cc: S Dookran L Fauteux

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: October 22, 2015

From: Stephen Dookran, P.E., City Engineer
Engineering Department

Re: Amendment Sanborn Head Associates – BSP Environmental Services

B. Motion: To approve Amendment to contract for Environmental Services with Sanborn Head Associates in the amount of \$35,500. Funding will be through Department 160 Admin/Engineering; Fund: Bond; Activity: Broad Street Parkway.

Attachment: Proposal

Discussion: The original contract awarded in July 2012 for \$267,300 with Sanborn Head was primarily for evaluating underground hazardous materials and groundwater within the parkway footprint, as well as designing the measures to mitigate project impacts. Amendments 1, 2 and 3, totaling \$166,441, were for added environmental services related to construction. These services included but were not limited to testing and monitoring of the removal and disposal of large amounts of buried asbestos on Parkway North, dealing with a buried contaminated tank found at 44 Broad St. and addressing contaminated drilled shaft spoils related to the foundation of the Nashua River Bridge.

Amendments 4, 5, 6 and 7, totaling \$109,000 incrementally provided additional budget so that if unanticipated underground hazardous material were encountered, Sanborn Head could react quickly and in so doing, avoid or minimize potential construction delays.

As additional buried asbestos continued to be encountered, Amendments 8 and 9 provided budget for Sanborn Head to further increase the efforts to monitor ongoing excavation within the Millyard. Sanborn Head provided staff whenever excavation occurred in the Millyard. This effort enhanced awareness, reduced the timeline needed to sample suspect excavated material and reduced reaction time as additional pockets of asbestos were encountered.

Amendment 10 provides further budget for this oversight. More asbestos has been encountered. In some cases the nature of the material encountered has required different disposal procedures. The effort to address asbestos continues to take greater time by the Contractor than anticipated requiring more oversight.



City of Nashua
c/o Mr. John Vancor
Hayner/Swanson, Inc.
3 Congress Street
Nashua, New Hampshire 03060

October 16, 2015
File No. 3474.01

Re: Proposal for Change Order – Parkway South Construction Support
Purchase Order #102923
Broad Street Parkway
Nashua, New Hampshire

Dear John:

This proposal increases our construction services budget by an additional **\$35,500** to provide continued asbestos monitoring to support the Broad Street Parkway project. The services to be added to our scope of work and the estimated cost are described below.

ADDITIONAL SERVICES

Allowance for Additional Construction Support Services (Millyard) - This task establishes a \$35,500 allowance to continue to provide additional services to monitor the contractor's operations to manage asbestos-containing materials encountered during construction of the Broad Street Parkway in the Nashua Millyard (Parkway South/Millyard Contract). The additional services are necessary because:

- More asbestos has been found in the Millyard than originally anticipated;
- Because of the nature of some of the asbestos, a different process was needed for disposal, and a subcontractor is needed to monitor a portion of the work. As the amount of this type of asbestos encountered during construction has increased, the involvement of this subcontractor has become more extensive than envisioned; and,
- The production rate of the asbestos subcontractor working for Continental has been much slower than anticipated. Sanborn Head is required to observe their work full-time to comply with the project's ADS Work Plan, so our efforts have been and continue to be greater than anticipated.

Sanborn Head will provide a New Hampshire Asbestos Disposal Site (ADS)-Certified Worker to provide construction observation and documentation services for earthwork and roadway construction. These services will include monitoring the contractor's asbestos handling operations on behalf of the City for compliance with the project specifications and the ADS Work Plan, with support as may be required to comply with the requirements of the New Hampshire Solid Waste Rules Env-Sw 2100. The contractor will continue to be solely responsible for the health and safety of its own workers and compliance with OSHA regulations.

Sanborn Head's ADS Certified Worker will make a visual assessment to evaluate excavated materials for the potential presence of asbestos-containing materials. Please note that only laboratory analysis can confirm the presence, or absence, of asbestos. As such, when suspect material is encountered, Sanborn Head will collect samples for laboratory analysis for asbestos as needed to support the field observations.

For budgeting purposes, we assume that full-time field observation will be required. We included an allowance for up to 120 hours of time for our certified ADS Worker in the field, 34 hours for our Project Manager, and up to 15 samples to be collected for laboratory asbestos analysis with an expedited turnaround of results. Daily field reports will be prepared to document field observations, and will be provided to Hayner/Swanson, Inc. for review.

Sanborn Head will continue to participate in construction site meetings and coordinate with the rest of the project team through phone calls and correspondence. Sanborn Head will review contractor Requests for Information (RFIs) and submittals related to management of asbestos encountered in the subsurface and related environmental issues.

Additionally, as requested by the City, Sanborn Head will retain RPF Environmental, Inc. (RPF) of Northwood, New Hampshire to continue to provide monitoring of the contractor's management of unanticipated asbestos-containing building materials that need to be abated and disposed off-site.

BUDGET ESTIMATE AND BASIS OF BILLINGS

We recommend that the City establish an allowance for these services. This "not-to-exceed" allowance will only be expended as needed, and as directed by the City.

The estimated cost of the additional services described herein is **\$35,500 which includes up to \$15,000 for services subcontracted to RPF**. A breakdown of labor hours and expenses is provided in Table 1.

ACCEPTANCE

This proposal, when accepted, shall become part of the Contract for Professional Services between the City of Nashua and Sanborn Head dated July 30, 2012 (and authorized by the City on August 27, 2012, by Purchase Order #102923) and subject to the contract terms and conditions therein.

Thank you for the opportunity to provide the City with continued service on this project. If you have any questions regarding this proposal, please contact the undersigned.

Very truly yours,
SANBORN, HEAD & ASSOCIATES, INC.



Kate Emma A. Schlosser, P.E.
Sr. Project Manager



Vernon R. Kokosa, P.E.
Principal/Senior Vice President

Attachment - Table 1

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BROAD STREET PARKWAY
NASHUA, NH

TABLE 1
ENVIRONMENTAL CONSTRUCTION SERVICES BUDGET
Zemern, Head & Associates, Inc.
Environmental Services Change Order - 10/18/2015
Cost Plus Fixed Fee Contract

| TASKS | ESTIMATED MANHOURS | | | | | | | | Direct Salary Cost | Overhead Cost 195% | Fixed Fee | Total Labor Cost | RPF Subcontract Expense | Analytical Lab Subcontract Expense | Direct Expenses | TOTALS |
|--|----------------------------------|--------------------------|----------------------|---------------------------|-----------------------|-----------------|-----------------|-------------|---------------------------------|--------------------|-----------|------------------|-------------------------|------------------------------------|-----------------|----------|
| | Principal/ Proj Director \$50.00 | Sr. Proj Manager \$43.00 | Proj Manager \$38.00 | Sr. Proj Engr/Sci \$33.00 | Proj Engr/Sci \$31.00 | Drafter \$26.00 | Support \$21.00 | Total Hours | | | | | | | | |
| Allowance For Additional Parkway South Construction Support Services | 7 | 34 | | | 120 | 4 | 3 | 168 | \$5,707 | \$11,129 | \$1,864 | \$18,510 | \$18,000 | \$1,125 | \$856 | \$35,500 |
| | 7 | 34 | 0 | 0 | 120 | 4 | 3 | 168 | SUBTOTALS | | | | | | | |
| | | | | | | | | | \$5,707 | \$11,129 | \$1,864 | \$18,510 | \$18,000 | \$1,125 | \$856 | \$35,500 |
| | | | | | | | | | CHANGE ORDER - ESTIMATED AMOUNT | | | | | | | \$35,500 |



City of Nashua
Central Purchasing
229 Main Street - Nashua, NH 03060

(603) 589-3300
Fax (603) 589-3300

October 29, 2015
Memo #16-079

TO: MAYOR LOZEAU
FINANCE COMMITTEE

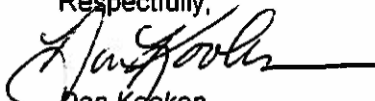
SUBJECT: CONTRACT AWARD FOR TRANSIT ADVERTISING SERVICES
DEPARTMENT: 186 TRANSIT

Please see attached communication from Sarah Marchant, Director of Community Development dated October 23, 2015 for information related to the award of this contract.

This contract will begin on December 1, 2015 and remain in effect for three years, expiring on November 30, 2018. The agreement may then be extended for two one-year increments. No money is being spent by the City on this contract.

The Community Development Director, Transportation Manager and the Purchasing Department recommend awarding this contract to ATA Transit Advertising, Inc. of Greenland, NH.

Respectfully,


Dan Kooker
Purchasing Manager

Cc: S. Marchant C. Clow J. Graziano



City of Nashua
Community Development Division
City Hall, 229 Main Street, PO Box 2019
Nashua, New Hampshire 03061-2019

| | |
|-------------------------|----------|
| Community Development | 589-3095 |
| Planning and Zoning | 589-3090 |
| Building | 589-3080 |
| Code Enforcement | 589-3100 |
| Urban Programs | 589-3085 |
| Economic Development | 589-3070 |
| Conservation Commission | 589-3105 |
| Transit Department | 880-0100 |

www.gonashua.com

To: Dan Kookan, Purchasing Manager

From: Sarah Marchant, Community Development Division Director

Date: October 23, 2015

Re: Contract Award for Transit Advertising Services (Value: Income Generating)

Nashua Transit System (NTS) solicited sealed competitive proposals from qualified vendors to place and maintain approved advertising materials. This advertising is placed on the exterior and interior of NTS fleet vehicles, on the advertising panel of the bike racks located on the front of the buses, on bus shelters located throughout the City, and at the Transit Center on Elm Street.

Request for Proposals (RFP) were solicited from five (5) firms and the offering was advertised along with information for bidders on the City's web-site under reference document RFP0008-102115. The bids were opened on October 21, 2015 with only one bidder responding. This bidder was Alternate Transit Advertising (ATA) who is the current provider of this service.

This contract will begin on December 1, 2015 and remain in effect for three years, expiring on November 30, 2018. The agreement may then be extended for two one-year increments.

Alternate Transit Advertising (ATA) has had a long mutually beneficial relationship with the City of Nashua going back more than 12 years. This current contract will allow the city to receive roughly 65% of ATA's gross revenues, noting that a majority of markets only receive 50-60% of gross revenues. It should also be noted that ATA is a certified Disadvantaged Business Enterprise (DBE) which aids the city in meeting goals that are conditions to receiving Federal Transit funding. In addition, each dollar generated in advertising revenue receives matching Federal funding.

The Transportation Manager and Community Development Director recommend awarding this contract to Alternate Transit Advertising, Greenland, NH.

**TRANSIT CONTRACTING AGREEMENT
BETWEEN
THE CITY OF NASHUA NH
AND
ALTERNATE TRANSIT ADVERTISING, INC.**

THIS AGREEMENT is made and entered into by and between the CITY of Nashua, located at 229 Main Street Nashua, N.H. 03060 (the "CITY") and Alternate Transit Advertising Inc., located at 295 Bayside Road, Greenland, NH 03840 (the "CONTRACTOR").

WITNESSETH

WHEREAS, the CITY is desirous of obtaining a qualified transit advertising contracting company for the purpose of placing and maintaining approved advertising materials on the exterior and interior of NTS ("Nashua Transit System") vehicles; bike racks; bus shelters and at the Nashua Transit Center and WHEREAS, the CONTRACTOR is desirous of providing such services;

NOW, THEREFORE, in consideration of the foregoing recitals and covenants and agreements of each of the parties herein set forth, the parties do agree as follows:

1. CONTRACTOR SERVICES

The CITY does hereby engage and retain the CONTRACTOR to place and maintain advertising, per the "scope of services" provided into this Agreement by reference, and per the conditions set forth herein.

2. COMMENCEMENT AND TERM

This Agreement shall become effective on December 1, 2015 and shall remain in effect until November 30, 2018. This Agreement may be extended for a total period of two years in one year increments.

Upon the expiration of this Agreement, the Contractor will assign and transfer to the City all of their contracts for advertising.

3. SCOPE OF SERVICES

- To place and maintain approved advertising materials on the exterior and interior of NTS fleet vehicles.
- To place and maintain approved advertising materials on the advertising panel of bike racks.
- To place and maintain approved advertising materials on bus shelters located throughout the City of Nashua.
- To place and maintain approved advertising materials at the Nashua Transit Center.

4. GENERAL PROVISIONS

A. Marketing and Sales

The Contractor will perform complete advertising servicing and sales functions. The Contractor will provide continuous sales effort utilizing its best efforts in procuring advertising contracts so as to maximize this source of revenue to the City. The Contractor shall provide an explanation of marketing strategies and literature to be used to promote advertising on a quarterly basis.

B. Advertising Content and Control

The Contractor must ensure that only displays of a high quality standard with regard to art work and advertising content will be shown. The Contractor must ensure that advertisements are of a reputable character and of high quality and good taste. The City reserves the right to require the Contractor to when reasonably possible remove, at the Contractor's own expense, any advertising which is deemed by the City as unsightly in appearance. The Contractor further agrees to remove dated advertising no later than fifteen (15) days following the final date of an advertised event or offer.

C. Payment, Reporting & Rates

The Contractor agrees to pay the City a sum equal to sixty five percent (65%) of the net space billings.

The Contractor is required to remit revenues earned each month within fifteen (15) calendar days after the end of the month in which they were earned. The revenue must be accompanied by a monthly report that includes details of:

- All contracts in effect
- Contract expiration dates
- Billings for the month
- Collections for the month
- Past due amounts
- Total remaining balance on accounts
- Timeline plan for unsold space
- Inventory listings

The monthly payment and report is to be mailed to:

Nashua Transit System
Finance Coordinator
11 Riverside Street
Nashua, NH 03062

The Contractor shall furnish the City with copies of all signed contracts and correspondence (including changes in prices, lengths of contracts and cancellation notices) within one (1) month of their execution or receipt.

The Contractor shall maintain all required records for three (3) years after final payment to the City under the terms of this Agreement. However, if any audit, claim, or litigation is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

The Contractor will permit the City to inspect/audit all records and financial data involved in the operation of this Agreement during the regular business hours maintained by the Contractor, and at such other times upon one (1) day's written notice.

The Contractor shall retain full control as to rate charges as well as the terms, conditions and manner of payment by advertisers, which rates shall be reviewed from time to time and be adjusted as necessary to reflect market conditions.

The City shall have the right to utilize any unsold space inside all vehicles to use with any marketing efforts the City is undertaking with local clients, non-profits etc.

5. INSURANCE REQUIREMENTS AND INDEMNIFICATION

Contractor shall carry and maintain in effect during the performance of services under this Agreement:

- General liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate;
- Motor Vehicle Liability: \$1,000,000 Combined Single Limit;
 *Coverage must include all owned, non-owned and hired vehicles.
- Workers' Compensation Coverage in compliance with the State of NH Statutes, \$100,000/\$500,000/\$100,000.

Contractor and subcontractors at every tier will fully comply with NH RSA Chapter 281-A, "Workers' Compensation".

(Sole Proprietors not subject to Workers' Compensation requirements)

Contractor shall maintain in effect at all times during the performance under this Agreement all specified insurance coverage with insurers. None of the requirements as to types and limits to be maintained by Contractor are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement. The City shall not maintain any insurance on behalf of Contractor. Subcontractors are subject to the

same insurance requirements as the Contractor and it shall be the Contractor's responsibility to ensure compliance of this requirement.

The parties agree that Contractor shall have the status of and shall perform all work under this Agreement as an independent contractor, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this Agreement is between the City and Contractor, and nothing in this Agreement shall create any contractual relationship between the City and Contractor's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Contractor is not a City employee and that there shall be no:

1. Withholding of income taxes by the City;
2. Industrial insurance coverage provided by the City;
3. Participation in group insurance plans which may be available to employees of the City;
4. Participation or contributions by either the independent contractor or the City to the public employee's retirement system;
5. Accumulation of vacation leave or sick leave provided by the City;
6. Unemployment compensation coverage provided by the City.

Contractor will provide the City with certificates of insurance for coverage as listed below and endorsements affecting coverage required by this Agreement within ten calendar days after the City issues the notice of award. The City of Nashua requires thirty days written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. General Liability and Auto Liability policies must name the City of Nashua as an additional insured and reflect on the certificate of insurance. Contractor is responsible for filing updated certificates of insurance with the City of Nashua's Risk Management Department during the life of this Agreement.

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, Contractor must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- The specified insurance requirements do not relieve Contractor of its responsibilities or limit the amount of its liability to the City or other persons, and Contractor is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by the City of Nashua shall be called upon to contribute to a loss.
- Contractor is responsible for and required to remedy all damage or loss to any property, including property of the City, caused in whole or part by Contractor or anyone employed, directed, or supervised by Contractor.

Regardless of any coverage provided by any insurance, Contractor agrees to indemnify and shall defend and hold harmless the City, its agents, officials, employees and authorized

representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Agreement. Contractor's indemnity, defense and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

6. ADDITIONAL AGREEMENT TERMS & CONDITIONS

A. Access to Records

The Contractor shall maintain, and the City of Nashua and their duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records for cost of copies are reimbursable by the City of Nashua.

B. Audits

(a) The City of Nashua, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this Agreement at anytime in the course of this Agreement and during the three (3) year period established by section 6A, Access to Records. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

(b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City of Nashua.

(c) If the service is not effective in accordance with Government Auditing Standards, the City of Nashua may pursue remedies provided under section 5, Early Termination of Agreement Remedies.

C. Effective Date and Duration

Even if the Agreement has expired, the City retains the right to enforce this Agreement with respect to any default or defect in performance that has not been cured.

D. Early Termination of Agreement

(a) The City of Nashua and the Contractor, by mutual written agreement, may terminate the Agreement at any time.

(b) The City of Nashua, on thirty (30) days written notice to the Contractor, may terminate for any reason deemed appropriate in its sole discretion.

(c) Either the City or Contractor may terminate this Agreement in an event of a breach of this Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate this Agreement at any time thereafter by giving a written notice of termination.

The City and the Contractor agree to adhere to the FTA clause identified as Termination 49 U.S.C Part 18 Circular 4220.1F identified in this Agreement.

E. Payment on Early Termination

(a) In the event of termination under subsection D(a) or D(b) Early Termination of Agreement hereof, the City of Nashua shall compensate the Contractor for work performed in accordance with this Agreement prior to the termination date.

(b) In the event of termination under subsection D(c), Early Termination of Agreement hereof, by the Contractor due to a breach by the City of Nashua, then the City of Nashua shall compensate the Contractor as provided in subsection (a) of this section.

(c) In the event of termination under subsection D(c), Early Termination of Agreement hereof, by the City of Nashua due to a breach by the Contractor, then the City of Nashua shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in subsection 7(a), Remedies.

(d) In the event of early termination, all of the Contractor's work product will become and remain property of the City of Nashua.

F. Remedies

(a) In the event of termination under subsection D(c), Early Termination of Agreement, a breach by the Contractor, then the City of Nashua may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid total revenue of the total compensation provided under this Agreement, then the Contractor shall pay the City of Nashua the amount of the reasonable excess.

(b) The remedies provided to the City of Nashua under section D, Early Termination of Agreement and section F, Remedies for a breach by the Contractor shall not be exclusive. The City of Nashua also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this Agreement by the City of Nashua, then the Contractor's remedy shall be limited to termination of this Agreement and receipt of payment in subsection D(c), Early Termination of Agreement and subsection E(b), Payment of Early Termination hereof.

G. Subcontracts and Assignment

Contractor shall not subcontract assign or transfer any of the work scheduled under this Agreement, without the prior written consent of the City of Nashua. Notwithstanding the City of Nashua approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City of Nashua shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements of the State of New Hampshire, Workers' Compensation.

H. Indemnity – Standard of Care

If Contractor's services involve engineering or consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation, or the City of Nashua at its sole discretion, may terminate this Agreement pursuant to subsection D(c), Early Termination of Agreement and pursue any and all remedies available.

I. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 and all its regulations and administrative rules established pursuant to those laws.

J. Successors in Interest

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

K. Severability

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

L. Waiver

The failure of the City of Nashua to enforce any provision of this Agreement shall not constitute a waiver by the City of Nashua of that or any other provision.

M. Errors

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

N. Recycled Products

To the maximum extent economically feasible, Contractor shall make good faith efforts to use recycled products in connection with its performance of work under this Agreement.

O. Governing Law, Venue and Consent to Jurisdiction

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of New Hampshire, without regard to principles of conflicts of law. Any action or suits involving any question arising under this Agreement must be must be brought in the Hillsborough County Courts for the State of New Hampshire; however, if an action or suit must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of New Hampshire. CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

P. Amendments

The City of Nashua and the Contractor may amend this Agreement at any time only by written amendment executed by the City of Nashua and the Contractor.

Q. Business License

The Contractor shall have in place all related licenses and permits as required by the State of New Hampshire and City of Nashua laws.

R. Contribution to Industrial Accident Fund; Withholding Taxes; Payment of Medical Care to Employees

(a) The Contractor shall pay all contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred in the performance of this Agreement.

(b) the Contractor shall pay to the State of New Hampshire Department of Revenue all sums withheld from employees pursuant to state law.

S. Required FTA Clauses

Exhibit A to this Agreement contains required FTA clauses, which contain additional Agreement terms. If any provisions in Exhibit A conflict with any other provisions in the Agreement, the most stringent provisions (to benefit the City) shall apply.

IN WITNESS WHEREOF, this Agreement has been executed by

_____ on the ____ day of _____,
2015, and

by the CITY of Nashua on the ____ day of _____, 2015.

ATTEST: ATA ADVERTISING

Signature

Printed Name and Title

Date

ATTEST: CITY OF NASHUA

Signature

Printed Name and Title

Date

**EXHIBIT A
REQUIRED FTA CLAUSES**

Note: In these FTA Clauses, the words "contract" and "agreement" are interchangeable.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS
AND RELATED ACTS**

31 U.S.C. 3801 et seq. 49 CFR Part 31 18 U.S.C. 1001 49 U.S.C. 5307

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325 et seq. 18 CFR .36(i)

49 FR 633.17

- (1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C.5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

(3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

(4) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(7) FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

TERMINATION

49 U.S.C. Part 18, FTA Circular 4220.1F

a. Termination for Convenience (General Provision) The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on

the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) Nashua Transit System, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

By signing below the contractor agrees to comply with the above applicable Federal Clauses and Certifications

Date: _____

Company Name: _____

Authorized Name: _____

Signature: _____

Title: _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The City's overall goal for DBE participation is 1.4%. A separate contract goal has not been established for this procurement.

- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.
- e. The contractor must promptly notify the City, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
FTA Circular 4220.1F

The preceding provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests that would cause the grantee to be in violation of the FTA terms and conditions.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISPUTES
BREACHES AND DISPUTE RESOLUTION
49 CFR Part 18
FTA Circular 4220.1F

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Representative of the City shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved. Claims for Damages - Should either party to the Contract

suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

LOBBYING
31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

In accordance with 31 U.S.C. (1352, and U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, the Contractor must have provided a certification to the Procuring Agency that the Contractor has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. See "Lobbying Certification," in Section 1.1 of Procuring Agency's solicitation.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____

CLEAN AIR
42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

CLEAN WATER REQUIREMENTS
33 U.S.C. 1251

The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Contractor shall report each violation to the Procuring Agency and understands and agrees that the Procuring Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

ENERGY CONSERVATION REQUIREMENTS
42 U.S.C. 6321 et seq. 49 CFR Part 18

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.



City of Nashua

Central Purchasing
229 Main Street - Nashua, NH 03060

October 29, 2015

Memo #16-074

TO: MAYOR LOZEAU
FINANCE COMMITTEE

SUBJECT: PURCHASE OF FOUR (4) SWENSON EV100 1056SS STAINLESS STEEL V-BOX SPREADERS
(VALUE: \$42,000)
DEPARTMENT: 161 STREETS; FUND: PRIOR YEAR ESCROWS
ACCOUNT CLASSIFICATION: 71 EQUIPMENT

Please see attached communication from Eric Ryder, Street Department Superintendent dated October 22, 2015 for the information related to this purchase.

The Street Department Superintendent, Board of Public Works (October 22, 2015) and the Purchasing Department recommend the purchase of this equipment in the amount of **\$42,000** from **H.P. Fairfield of Pembroke, NH**.

Respectfully,



Dan Kooker
Purchasing Manager

Cc: E Ryder L Fauteux

City of Nashua, Public Works Division

To: Board of Public Works **Meeting Date:** October 22, 2015

From: Eric Ryder, Superintendent
Street Department

Re: Purchase of four Swenson EV100 1056SS Stainless Steel V-Box Spreaders.

A. Motion: To approve the purchase of four Swenson EV100 1056SS Stainless Steel V-Box Spreaders from H.P. Fairfield, Pembroke, NH for the price of \$10,500 each for a total purchase of \$42,000. Funding will be through Department: 161 Streets; Fund: Prior Year Escrows; Account Classification: 71 Equipment.

Attachments: Quote sheet and Dealer letter

Discussion: The Street Department went out to bid April 25, 2014 to up-fit four, six-wheel dump trucks purchased in March 2014. This bid included the purchase of Stainless Steel V-Box Spreaders. H. P. Fairfield has offered to hold the pricing of the sanders to the price quoted per the bid.

The current tailgate spreaders are showing signs of excess wear and corrosion. The stainless steel drop in sanders with ground speed controls will more effectively control the amount of material being applied, and they are preferable as the stainless sanders have a 20 year life expectancy plus the ability to mount the sander onto a different truck should there be a need.

H. P. FAIRFIELD, LLC



"MUNICIPAL SPECIALISTS"

PHONE: 603-848-2363 FAX: 603-664-2636

<http://www.hpfairfield.com>

QUOTE # 000000

FROM:

Bob Hackett

94 Sheep Davis Rd

Pembroke, NH 03275

QUOTED TO: City Of Nashua

214060

P O Box 2019

Nashua

NH 03051

ATTN: John Stewart

DATE: September 23, 2015

CUSTOMER PHONE: 603-594-3300

CUSTOMER FAX: 603-594-3470

COMMENTS: This is the same pricing from Bid # IFB0080A-051314 awarded to HP Fairfield in 2014.

| QTY | DESCRIPTION | PRICE | EXT. PRICE |
|-----|--|-------------|-------------|
| 4 | ** NEW 10' SWENSON EV100 1055SS, STAINLESS STEEL, TOP SCREENS, NO SANDER LEGS. | \$10,500.00 | \$42,000.00 |

** CASH AND CARRY, NOT INSTALLED **

*** ONE YEAR WARRANTY PARTS AND LABOR ***

SIGNED Bob Hackett

ACKNOWLEDGED

QUOTE TOTAL

\$42,000.00

Serving New England for over 60 Years



City of Nashua
Central Purchasing
229 Main Street - Nashua, NH 03060

October 29, 2015

Memo #16-075

TO: MAYOR LOZEAU
FINANCE COMMITTEE

SUBJECT: FY16 PAVEMENT MARKINGS CONTRACT (VALUE: \$155,525)
DEPARTMENT: 161 STREETS; FUND: GENERAL
ACCOUNT CLASSIFICATION: 54 OTHER SERVICES

Please see attached communication from Eric Ryder, Street Department Superintendent dated October 22, 2015 for the information related to this purchase.

Pursuant to § 5-84. Special purchase procedures. A. (7) Purchases under extensions of contracts when no price increase exceeds 10% per year. This applies since HI-Way Safety Systems, Inc has confirmed that they will maintain their FY15 pricing through FY16.

The Street Department Superintendent, Board of Public Works (October 22, 2015) and the Purchasing Department recommend the award of this contract in the amount of **\$155,525** to HI-Way Safety Systems, Inc. of Rockland, MA.

Respectfully,

Dan Kooker
Purchasing Manager

Cc: E Ryder L Fauteux

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: October 22, 2015
From: Eric Ryder, Superintendent
Street Department
Re: FY16 Pavement Markings Contract

B. Motion: To approve the award of the FY16 Pavement Markings contract to Hi-Way Safety Systems, Inc. of Rockland, MA in the amount of \$155,525. Funding for this contract is through Department 161: Streets; Fund: General; Account Classification: 54 Other Services

Attachments: Bid quantity sheet

Discussion: The City of Nashua annual Pavement Marking Program was put out to bid in July 2014. Three bids were received on July 17, 2014 as follows,

| | |
|-----------------------------|-----------|
| HI-Way Safety Systems, Inc. | \$155,525 |
| Markings Inc. | \$160,125 |
| L&D Safety Marking | \$257,250 |

Highway Safety Systems, Inc. was awarded the contract for FY 2015, and their performance has been satisfactory for the past several years. Highway Safety has agreed to hold their unit prices for the same quantities from their FY 2015 bid during FY 2016. It is the recommendation of the Superintendent of Streets to extend their contract into FY 2016 given the contractor has agreed to hold their last years pricing.

FY15 Pavement Markings

Schedule of Prices

RETROREFLECTIVE THERMOPLASTIC AND PAINT PAVEMENT MARKINGS CITY OF NASHUA, NH

| ITEM NO. | QUANTITY | ITEM WITH UNIT PRICE WRITTEN IN WORDS | UNIT PRICE DOLLARS CENTS | AMOUNT DOLLARS CENTS |
|------------------|--------------|---|-----------------------------|-------------------------|
| 632.0104 | 1,400,000 LF | Retro reflective Paint Pavement Marking 4 Inch Line at <u>three and seventy at five hundred cents</u> Per Linear Foot | .0375 | \$52,500 |
| 632.3104 | 1,000 LF | Retro reflective Thermoplastic Pavement Marking 4 Inch Line at <u>thirty cents</u> Per Linear Foot | .30 | \$300 |
| 632.0112 | 11,000 LF | Retro reflective Paint Pavement Marking 12 Inch Line at <u>fifteen cents</u> Per Linear Foot | .15 | \$1650 |
| 632.3112 | 52,000LF | Retro reflective Thermoplastic Pavement Marking 12 Inch Line at <u>one dollar and thirty-five cents</u> Per Linear Foot | 1.35 | \$70,200 |
| 632.02 | 2,000 SF | Retro reflective Paint Pavement Marking Symbol or Word at <u>one dollar</u> Per Square Foot | 1.00 | \$2,000 |
| 632.32 | 7,500 SF | Retro reflective Thermoplastic Pavement Marking Symbol or Word at <u>three dollar and seventy-five cents</u> Per Square Foot | 3.75 | \$28,125 |
| 632.2 | 1,000 LF | Pavement Marking Removal/ Grinding at <u>seventy five cents</u> Per Linear Foot | .75 | \$750. |
| 619.1 | 1 unit | Maintenance of Traffic at <u>Zero</u> Cost per Unit | 0 | |
| BID TOTAL | | | | \$155,525 |



City of Nashua

Central Purchasing

229 Main Street

Nashua NH 03060

603-589-3330 Fax: 603-589-3344

October 29, 2015

Memo #16-078

TO: MAYOR LOZEAU
FINANCE COMMITTEE

SUBJECT: HAZEN AND SAWYER REGARDING EPA APPEAL PROCESS
DEPARTMENT: 169 WASTEWATER; FUND: WASTEWATER
ACCOUNT CLASSIFICATION: 53 PROFESSIONAL AND TECHNICAL SERVICES

Please see the attached communication from David Simmons, Wastewater Department Superintendent dated October 15, 2015 for the information related to this purchase.

The amount of the invoice submitted for payment by Hazen and Sawyer is \$57,981. The work has been completed and payment will be made in the amount of **\$57,981** to Hazen and Sawyer Environmental Engineers and Scientists of Boston, MA.

Respectfully,

Dan Kookan
Purchasing Manager

Cc: D. Simmons L. Fauteux C. O'Connor



City of Nashua

Public Works Division
9 Riverside Street
Nashua, NH 03062

Wastewater Department
Sawmill Rd, Nashua, NH 03060
Fax (603) 594-3474

Memorandum

Date: October 15, 2015
To: Lisa Fauteux, Director of Board of Public Works
From: David A. Simmons, Wastewater Superintendent
Re: Hazen and Sawyer Invoices for EPA Appeal Process

The legal firm of Rath, Young, Pignatelli, P.C. was hired by the City of Nashua to provide legal representation in the appeal process with the EPA in reference to the new NPDES Permit that was issued in March 2015. Rath, Young, Pignatelli, P.C. retained the services of Hazen and Sawyer to provide the technical data required to proceed with the permit appeal.

Rath, Young, Pignatelli asked Hazen and Sawyer to provide a scope of services and an estimate. They estimated a cost of \$67,514 to complete the work. The scope and estimate was accepted and Rath, Young, Pignatelli began their work with Hazen and Sawyer. It was the City's understanding that Hazen and Sawyer would invoice the City through Rath, Young, Pignatelli which didn't happen.

As a result, the City will now need to create a purchase order for the agreed upon services and pay Hazen Sawyer directly. The invoice total of \$57,981.15 is \$9,532.85 below the original budget estimate of \$67,514.

| | | | | | |
|---|--|------------------------------------|--|---|---|
| Administration Business Office (603) 589-3140 | Street/Traffic Department (603) 589-4750 | City Engineer (603) 589-3120 | Parks-Recreation Department (603) 589-3370 | Solid Waste Department (603) 589-3410 | Wastewater Treatment Plant (603) 589-3560 |
|---|--|------------------------------------|--|---|---|

HAZEN AND SAWYER

Environmental Engineers & Scientists

24 Federal Street, 5th Floor
Boston, MA 02110

617-574-4747
www.hazenandsawyer.com

Mail to:

October 15, 2015

Project No: 90006-011

Invoice No: 00000031

Ms. Carolyn O'Connor
Financial Manager
City of Nashua
229 Main Street
Nashua, NH 03061

CC:

Ms. Lisa Fauteux
Director of Public Works

Project 90006-011 Nashua - NPDES Permit Appeal Assistance

Professional Services from June 1, 2015 to September 31, 2015

Task 011 Task 1.11 Permitting

Professional Personnel

| | Hours | Rate | Amount | |
|--------------------|--------|------------|-----------|-----------|
| VICE PRESIDENT | | | | |
| Pierstorff, Bruce | 8.00 | 75.51 | 604.08 | |
| ASSOCIATE | | | | |
| Ayotte, Francis | 16.00 | 65.75 | 1,052.00 | |
| Ayotte, Francis | 46.00 | 68.08 | 3,131.68 | |
| Galst, Sarah | 3.00 | 55.61 | 166.83 | |
| Qualls, Saya | 54.00 | 52.93 | 2,858.22 | |
| Qualls, Saya | 43.50 | 54.95 | 2,390.33 | |
| Rohrbacher, Joseph | 1.00 | 53.85 | 53.85 | |
| Rohrbacher, Joseph | 5.00 | 57.88 | 289.40 | |
| PRINCIPAL ENGINEER | | | | |
| Cardona, Martha | 20.00 | 50.00 | 1,000.00 | |
| Khunjar, Wendell | 2.00 | 48.56 | 97.12 | |
| Khunjar, Wendell | 55.00 | 54.33 | 2,988.15 | |
| Yi, Phill | 25.00 | 44.90 | 1,122.50 | |
| ENGINEER | | | | |
| Bunce, Ryder | 33.00 | 35.29 | 1,164.57 | |
| Matel, Holly Anne | 6.00 | 28.85 | 173.10 | |
| Matel, Holly Anne | 40.50 | 30.00 | 1,215.00 | |
| Totals | 358.00 | | 18,306.83 | |
| Total Labor | | 3.06 times | 18,306.83 | 56,018.90 |

Reimbursable Expenses

| | | | |
|---|--|-------------|--------|
| Direct Expense - Other Direct Costs | | | |
| 9/9/2015 Enterprise Rent-A-Car | Inv # 90070567915 dated 9/7/15 (9/1/15 - 9/3/15) | Saya Qualls | 225.69 |
| Direct Expense - Local Travel (Subway, Cab) | | | |
| 5/20/2015 Qualls, Saya | | | 33.70 |
| 5/22/2015 Qualls, Saya | | | 25.10 |
| Direct Expense - Lodging | | | |
| 5/22/2015 Qualls, Saya | | | 803.31 |

| Project | 90006-011 | Nashua - NPDES Permit Appeal Assistance | Invoice | 00000031 |
|---------------------------------|----------------------------|---|-----------------|--------------------|
| Direct Expense - Meals | | | | |
| 5/21/2015 | Qualls, Saya | | 12.72 | |
| 5/22/2015 | Qualls, Saya | | 6.13 | |
| Direct Expense - Airfare | | | | |
| 5/20/2015 | Qualls, Saya | | 418.00 | |
| 5/22/2015 | Qualls, Saya | | 369.60 | |
| 5/22/2015 | Qualls, Saya | | 29.00 | |
| 5/22/2015 | Qualls, Saya | | 39.00 | |
| | Total Reimbursables | | 1,962.25 | 1,962.25 |
| | | Total this Task | | \$57,981.15 |
| | | Total this Invoice | | \$57,981.15 |

Lawrence, Mary

From: Qualls, Saya A
Sent: Sunday, May 10, 2015 9:33 PM
To: Lawrence, Mary
Subject: FW: Flight reservation (8K422K) | 20MAY15 | BNA-BOS | Qualls/Saya

Mary,

You can charge this to:

90006-011 Task 1.11 Permitting

Thx

saq

From: Southwest Airlines [mailto:SouthwestAirlines@luv.southwest.com]
Sent: Sunday, May 10, 2015 6:32 PM
To: Qualls, Saya A
Subject: Flight reservation (8K422K) | 20MAY15 | BNA-BOS | Qualls/Saya

[View flight details](#)

Southwest

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Check In
Online

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Status

Change
Flight

Special
Offers

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Ready for takeoff!



Thanks for choosing Southwest for your trip! You'll find everything you need to know about your reservation below. Happy travels!

Upcoming Trip: 05/20/15 - Boston



AIR Itinerary

AIR Confirmation: 8K422K

Confirmation Date: 05/10/2015

Save up to 35%
plus earn up to 2,400
Rapid Rewards[®] points.

BOOK NOW >

AVIS

| Passenger(s) | Rapid Rewards # | Ticket # | Expiration | Est. Points Earned |
|--------------|-----------------|----------|------------|--------------------|
|--------------|-----------------|----------|------------|--------------------|

QUALLS/SAYA 1049253332 5262107337439 May 9, 2016 4509

Rapid Rewards points earned are only estimates. Visit your MySouthwest, Southwest.com or Rapid Rewards account for the most accurate totals including A-List & A-List Preferred bonus points.

| Date | Flight | Departure/Arrival |
|------|--------|-------------------|
|------|--------|-------------------|

| | | |
|------------|------|---|
| Wed May 20 | 3216 | Depart NASHVILLE, TN (BNA) on Southwest Airlines at 2:00 PM Arrive in BOSTON LOGAN, MA (BOS) at 5:25 PM Flight Time 2 hrs 25 mins <u>Business Select</u> |
|------------|------|---|

What you need to know to travel:

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.
- WiFi, TV, and related services and amenities may vary and are subject to change based on assigned aircraft. [Learn more.](#)

Remember to be in the gate area on time and ready to board:

- 30 minutes prior to scheduled departure time: We may begin boarding as early as 30 minutes prior to your flight's scheduled departure time. We encourage all passengers to plan to arrive in the gate area no later than this time.
- 10 minutes prior to scheduled departure time: All passengers must obtain their boarding passes and be in the gate area available for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- If you do not plan to travel on your flight: In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.

Air Cost: 418.00

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): 5262107337439: NONTRANSFERABLE.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.

BNA WN BOS375.72KZBP 375.72 END ZPBNA XFBNA4.5 AY5 60SBNA5.60

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CHECK-IN**

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Check-In® Details](#)

Cost and Payment Summary

AIR 8K422K

| | | |
|-----------------------------|------------------|-------------------------------------|
| Base Fare | \$ 375.72 | Payment Information |
| Excise Taxes | \$ 28.18 | Payment Type: Visa XXXXXXXXXXXX1801 |
| Segment Fee | \$ 4.00 | Date: <u>May 10, 2015</u> |
| Passenger Facility Charge | \$ 4.50 | Payment Amount: \$418.00 |
| September 11th Security Fee | \$ 5.60 | |
| Total Air Cost | \$ 418.00 | |

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Lawrence, Mary

90066-011 Task 1.11

From: Qualls, Saya A
Sent: Sunday, May 24, 2015 7:25 PM
To: Lawrence, Mary
Subject: FW: Your Flight Receipt - SAYA ANN QUALLS 22MAY15

My original flight got delayed & I had to reschedule. This receipt supersedes the previous one. It includes \$68 in additional charges.

From: Delta Air Lines [mailto:DeltaAirLines@e.delta.com]
Sent: Friday, May 22, 2015 1:42 PM
To: Qualls, Saya A
Subject: Your Flight Receipt - SAYA ANN QUALLS 22MAY15

 **DELTA** 

Hello, SAYA ANN

Your Trip Confirmation #: GQURD6[MANAGE MY TRIP >](#)

| Fri, 22MAY | DEPART | ARRIVE |
|------------------------------|-------------------|---------------------|
| DELTA 2201 MAIN CABIN (S) | BOSTON 5:20pm | ATLANTA 8:10pm |
| DELTA 2522 MAIN CABIN (S) | ATLANTA 8:55pm | NASHVILLE 9:02pm |

Passenger Info

| NAME | FLIGHT | SEAT |
|-----------------|--------------------------|------------------------------------|
| SAYA ANN QUALLS | DELTA 2201 DELTA 2522 | 10C Select Seat |

Visit delta.com or use the Fly Delta app to view, select or change your seat.
If you purchased a Delta Comfort+™ seat or a Trip Extra, please visit My Trips to access a receipt of your purchase.

Flight Receipt

Ticket #: 0062309323189

Place of Issue: Delta.com

Issue Date: 10MAY15

Expiration Date: 10MAY16

METHOD OF PAYMENT

VI*****1801

\$369.60 USD

CHARGES

Air Transportation Charges

Base Fare \$322.79 USD

Taxes, Fees and Charges

United States - September 11th Security Fee(Passenger \$5.60 USD

Civil Aviation Security Service Fee) (AY)

United States - Passenger Facility Charge (XF) \$9.00 USD

United States - Flight Segment Tax (ZP) \$8.00 USD

United States - Transportation Tax (US) \$24.21 USD

TICKET AMOUNT

\$369.60 USD

← Flight

This ticket is non-refundable unless the original ticket was issued at a fully refundable fare. Some fares may not allow changes. If allowed, any change to your itinerary may require payment of a change fee and increased fare. Failure to appear for any flight without notice to Delta will result in cancellation of your remaining reservation.

Note: When using certain vouchers to purchase tickets, remaining credits may not be refunded. Additional charges and/or credits may apply.

Fare Details: BOS DL X/CVG DL BNA322.79SA07A0VA USD322.79END ZP BOSCVG XF BOS4.SCVG4.5

Extras

Document #: 0060150690892

Date of issue: 10MAY15

This document expires: 09MAY16

DELTA COMFORT+™

29.00 USD

Tax

0.00

TOTAL

29.00 USD

NON REFUNDABLE/NO CHANGES/NON TRANSFERABLE/NOT VALID FOR TRAVEL ✓

Document #: 0060151637830

Date of issue: 22MAY15

This document expires: 21MAY16

DELTA COMFORT+™

39.00 USD

Tax

0.00

TOTAL

39.00 USD

NON REFUNDABLE/NO CHANGES/NON TRANSFERABLE/NOT VALID FOR TRAVEL

Important Note: Retain this receipt for your records. If travel or check-in commences on a carrier other than Delta, this receipt must be presented at the time of service or a fee will be assessed. If purchasing Delta Sky Club memberships, all Delta SkyMiles and Delta Sky Club rules apply.

Flight
reschedule
charge

Checked Bag Allowance

The fees below are based on your original ticket purchase. **If you qualify for free or discounted checked baggage**, this will be taken into account when you check in.

Fri 22 May 2015

DELTA: BOS > ATL

CARRY ON

FIRST

SECOND

FREE

\$25^{USD}

\$35^{USD}

Fri 22 May 2015

DELTA: ATL > BNA

CARRY ON

FIRST

SECOND

INCLUDED

INCLUDED

INCLUDED

Visit delta.com for details on baggage embargos that may apply to your itinerary.

90006-011

CLUB QUARTERS

161 Devonshire Street, Boston, MA 02110 ? (617) 357-6400 ? Fax (617) 357-6462

Other Club Quarters

| | | | | | | | |
|--|---|--|--|---|---|---|------------------------------------|
| New York Wilton Off Wall Street | New York opposite Rockefeller Center | New York Downtown Off Wall Street | Washington D.C. Near the White House | Philadelphia Opposite Liberty Place | Chicago Wacker at Michigan Off Michigan Ave | Chicago Central Loop Near La Salle Street | Houston Off Rock and Main St |
| San Francisco Across from Embarcadero Ctr | London, Gracechurch Near The Bank of England | London, St. Paul's Adjacent to St. Paul's Cathedral | London, Trafalgar Square Off Trafalgar Square | | | | |

FOR RESERVATIONS us (212) 575-0006 ? UK 44 (0) 20-7668-1616 ? memberservices@clubquarters.com ? www.clubquarters.com

| ROOM | NAME | FOLIO NO | ARRIVAL | TIME |
|------|------------------|----------|----------|-------|
| 02 | Qualls, Saya Ann | 4154KU | 05/20/15 | 18:16 |

| MEMBER | CREDIT CARD | DEPARTURE | TIME |
|-------------|------------------|-----------|-------|
| EXPEDIA ETP | XXXXXXXXXXXX1801 | 05/22/15 | 07:48 |

| DATE | | DESCRIPTION | CHARGES | PAYMENTS |
|----------|----|--------------------------|---------|----------|
| 05/20/15 | IF | Dining Room Charg #0201 | 24.92 | 0.00 |
| 05/20/15 | -- | Promotional Channel Rate | 415.00 | 0.00 |
| 05/20/15 | -- | CITY HOTEL TAX | 25.14 | 0.00 |
| 05/20/15 | -- | STATE HOTEL TAX | 23.88 | 0.00 |
| 05/20/15 | -- | CITY CONVENTION TAX | 11.52 | 0.00 |
| 05/21/15 | IF | Dining Room Charg #0243 | 25.32 | 0.00 |
| 05/21/15 | -- | Promotional Channel Rate | 239.00 | 0.00 |
| 05/21/15 | -- | CITY HOTEL TAX | 14.34 | 0.00 |
| 05/21/15 | -- | STATE HOTEL TAX | 13.62 | 0.00 |
| 05/21/15 | -- | CITY CONVENTION TAX | 6.67 | 0.00 |
| 05/22/15 | SY | 1801 | 0.00 | 803.31 |

| | | |
|-------------|----------|----------|
| Subtotals | \$803.31 | \$803.31 |
| BALANCE DUE | \$0.00 | |

We invite you to stay with us again and experience our warm hospitality

CVS

BOSTON, MA 02109
617 426 8964

#01 TRN#9790 CSHR#1305760 STR#226

ped by: TRINH

xtraCare Card #: *****0167

1 ICEBRKRS CP SPRM 40CT 4.69F
4.69 EACH 2 OR MORE R 4.25 EACH
SC 4CT CHNKY JCLIP 4PC 4.19T

TRU MOO 1% CHOC 142 1.59F
OR PEP DT 202 1.94F
BOTTLE DEPOSIT .05F

5 ITEMS
SUBTOTAL 12.46
MA 6.25% TAX .25
TOTAL 12.72
CASH 20.00
CHANGE 7.28



2500 2265 1419 7900 16
TURNS WITH RECEIPT THRU 07/20/26

MAY 21 2015

7 32 AM

JANOR 00105
DNC Travel Hospitality Services
Terminal T
POS 2-1

1:0 Ref:112114
rika Chk:112114
5/22/2015 8:19 pm

Chocolate Moo -sm 5.61

SubTotal 5.61
State Tax 0.45
Co. fee 0.07

Total 6.13

Cash 20.00

Amount Paid 20.00
Change 13.87

Questions / Comments
We're waiting to hear from you
Email us at:
DNCATLFeedback@dncinc.com

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CLEVELAND, OH 44115

Cab # 0130

HACK: 6298

CUSTOMER COPY

05/22/15 TR 262

TART END MILES

3:02 16:24 4.0

are: \$ 18.20

xtra: \$ 2.75

oil: \$ 0.00

rch: \$ 0.00

ip: \$ 4.15

TOTAL: \$ 25.10

Type: VISA

Card: 1801

UTH: 051271

TAXI HOTLINE

412-536-TAXI



Fed Tax Id : 430724835

Consolidated Inv. #
Rental Agreement #
Bill Ref #
Invoice Date

6852839
530316578
90070567915
07-Sep-2015

Bill To Information

HAZEN & SAWYER
498 7TH AVENUE, 11TH FLOOR
NEW YORK, NY - 10018

Rental Information

Reservation Number : 1102385971
Driver : QUALLS, SAYA
Pickup Date/Time : 09/01/2015 15:45
Return Date/Time : 09/03/2015 14:00
Miles/kms : 77
Car Class : SCAR Requested Class : SCAR

Vehicle Information

Yr/Make/Model VIN License No Beg/End/Distance
2015/VOLKSWAG/ FM344507 3VM843 5386/5463/77

Rental Branch

BOSTON LOGAN INTL ARPT
15 TRANSPORTATION WAY
EAST BOSTON, MA - 02128

Return Branch

MANCHESTER ARPT
1 AIRPORT RD
MANCHESTER, NH-03103-7450

Charge Detail

| Description | Qty | Period | Rate | Amount |
|-----------------------------------|-----|---------|--------|--------|
| TIME & DISTANCE | 2 | DAY | 88.00 | 176.00 |
| DISCOUNT | | PERCENT | 5.00 % | -8.80 |
| Sub Total | | | | 167.20 |
| CUSTOMER FACILITY CHARGE 6.00/DAY | 2 | DAY | 6.00 | 12.00 |
| CONCESSION RECOVERY FEE 11.11 PCT | | PERCENT | 11.11 | 20.09 |
| CONCESSION RECOVERY FEE 11.11 PCT | | PERCENT | 11.11 | -0.98 |
| CONVENTION CTR SURCHG 10.00/RNTL | 1 | RENTAL | 10.00 | 10.00 |
| PARKING SURCHARGE .60/RNTL | 1 | RENTAL | 0.60 | 0.60 |
| VEHICLE LIC RECOVERY FEE 2.40/DAY | 2 | DAY | 2.40 | 4.80 |
| SALES TAX | | PERCENT | 6.25 | -0.55 |
| SALES TAX | | PERCENT | 6.25 | 12.53 |

Total Charges (USD) 225.69

Additional Information

Ext BillRef # 1 90006-111 TASK 1.11- PROJECT NUMBER 90006-111 Task



PAID

Remit Payment in USD to

EAN SERVICES, LLC
PO BOX 402383
ATLANTA, GA 30384-2383

For Billing Inquiries

Tel#:(877) 530-6141
ARADMIN@EHI.COM

Payment Terms

Payment Due Within 30 days of invoice date.
Late payments are subject to finance charge.

Individual line item charges such as rental rates for Time and Distance, percentage-based charges (e.g., sales taxes and fees or surcharges), and charges divided between multiple parties may be rounded up or down a whole cent to ensure that the charges equal the actual Total Amount Due and/or to avoid fractional cents.



City of Nashua

Central Purchasing

229 Main Street

Nashua NH 03060

603-589-3330 Fax: 603-589-3344

October 29, 2015

Memo #16-076

TO: MAYOR LOZEAU
FINANCE COMMITTEE

SUBJECT: WATER QUALITY SAMPLING & ANALYSIS, CSO POST CONSTRUCTION PLAN
(VALUE: \$45,000)
DEPARTMENT: 169 WASTEWATER; FUND: WASTEWATER
ACCOUNT CLASSIFICATION: 53 PROFESSIONAL & TECHNICAL SERVICES

Please see the attached communication from David Simmons, Wastewater Department Superintendent dated October 22, 2015 for the information related to this purchase.

The Director of Public Works, Wastewater Plant Engineer and Board of Public Works (October 22, 2015) and the Purchasing Department recommend the award of this contract in the amount of \$45,000 to Chemserve Environmental Analysts of Milford, NH.

Respectfully,

Dan Kooker
Purchasing Manager

Cc: D Simmons L Fauteux

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: October 22, 2015

From: David A. Simmons, Superintendent
Wastewater Department

Re: Water Quality Sampling and Analysis – CSO Post Construction Monitoring Plan

Attachment: Proposal

B. Motion: To approve the contract in an amount not to exceed of \$45,000 over a 3 year period with Chemserve Environmental Analyst of Milford, NH for water quality sampling of the Nashua and Merrimack Rivers in conjunction with the CSO Post Construction Monitoring Plan. Funding will be through Department: 169 Wastewater; Fund: Wastewater; Account Classification: 53 Professional & Technical Services.

Discussion: The EPA Consent Decree mandated CSO improvements are now complete. The Consent Decree requires a post construction monitoring plan including sampling of the Nashua and Merrimack Rivers at 4 locations for dry and wet weather conditions four times a year. The purpose of this request is to hire a sampling and water quality analysis company for a 3-years contract to collect and analyze the required samples.

This project will benefit the City by ensuring that CSO discharges meet the design storm they are supposed to discharge in order to keep the Nashua and Merrimack Rivers as clean as possible during storm conditions. Since the EPA mandated Consent Decree CSO improvements are complete a water quality sampling and analysis program is required to assess the effectiveness of the 7 CSO structures with outfall discharges. In addition to the water quality benefits of the sampling and analysis, this program will keep the City in good standing with the EPA which could implements fines should the City fail to have in place a water quality monitoring plan.

Six environmental consultants were given proposals, two provided bids, as follows:

| Consultant | Costs for 3 Years | Annual Costs |
|-------------------------|-------------------|--------------|
| Chemserve Environmental | \$45,000 | \$15,000 |
| Normandeau Associates | \$74,767.28 | \$24,922.43 |

The consultant's bid the project over a 3 year period, but in Addendum-1 it specifies the maximum number of samples to be taken per year. Each year the same maximum number of samples will be collected so the total samples and costs are divided by 3 to come up with the annual (not to exceed) costs.

The Wastewater Plant currently uses Chemserve to perform laboratory analyses of certain constituents in the plant and industrial wastewater that the lab does not have the capability to analyze. They have provided well for the laboratory for many years and we recommend that they be approved for these services.

BID SUMMARY SHEET for RFP0378-092415 (revised Addendum 1)
WATER QUALITY SAMPLING AND ANALYSIS FOR POST CONSTRUCTION
MONITORING PLAN

PROJECT PRICING

Base bid for water quality sampling and analysis for three calendar years of service as in this bid. A minimum of 48 samples will be collected for dry weather conditions and a minimum of 12 sampling events (storms) during wet weather conditions (see scope). Amounts will be invoiced monthly depending on whether any sampling occurs during that month, according to the costs per event specified below.

| | | | |
|-----------------|-------------------------|---|---------------------------------|
| Dry weather: | 48 x \$85.00 | = | \$ 4080.00 |
| | (cost per sample trip) | | |
| Wet weather: | 576 x \$70.00 | = | \$ 40320.00 |
| | (cost per sample event) | | |
| False Starts | 2x \$300.00 | = | \$ 600.00 |
| | (cost per occurrence) | | \$ 45000.00 |
| TOTAL BID PRICE | | | Optional Supplemental services: |

1. Sampling and analysis for fourth calendar year

| | | | |
|--------------------------------------|------------------------|---|-------------|
| Dry weather: | 16 x \$90.00 | = | \$ 1440.00 |
| | (cost per sample trip) | | |
| Wet weather: | 192 x \$75.00 | = | \$ 14400.00 |
| | (cost per storm event) | | |
| False Starts | 2x \$300.00 | = | \$ 600.00 |
| | (cost per occurrence) | | |
| TOTAL BID PRICE 4 th Year | | | \$ 16440.00 |

2. Sampling and analysis for fifth calendar year

| | | | |
|--------------------------------------|------------------------|---|-------------|
| Dry weather: | 16 x \$90.00 | = | \$ 1440.00 |
| | (cost per sample trip) | | |
| Wet weather: | 192 x \$75.00 | = | \$ 14400.00 |
| | (cost per storm event) | | |
| False Starts | 2x \$300.00 | = | \$ 600.00 |
| | (cost per occurrence) | | |
| TOTAL BID PRICE 5 th Year | | | \$ 16440.00 |

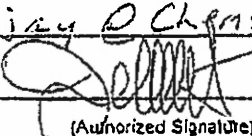
Consultant Name and Address:

J.W.C. Enter. Pr. Inc, Inc d/b/a Chrmserv 317 E 114 ST Milford, NH 03055

Phone: 603-673-5440

Fax: 603-673-0366

e-mail: jay@chrmservlab.com



(Authorized Signature)

Jay W. Chryster

(Printed Name and Title)

09/24/15

(Date)



City of Nashua

Central Purchasing

229 Main Street

Nashua NH 03060

603-589-3330 Fax: 603-589-3344

October 15, 2015

Memo #16-072

TO: MAYOR LOZEAU
FINANCE COMMITTEE

SUBJECT: PUBLIC HEALTH & COMMUNITY SERVICES FACILITY COST ESTIMATION AND SITE
SELECTION SERVICES (VALUE: \$33,300)
DEPARTMENT: 171 COMMUNITY SERVICES; FUND: ESCROWS

Please see attached communications from Thomas F. Galligani, Jr., Economic Development Director dated October 15, 2015 for the information related to this contract award.

The Economic Development Director and the Purchasing Department recommend the award of this contract in the amount of **\$33,300** to **Dennis Mires, PA, Architects & Engineers of Manchester, NH.**

Respectfully,



Dan Kooker
Purchasing Manager

Cc: T Galligani J Graziano

Kooken, Daniel

From: Galligani, Thomas
Sent: Friday, October 30, 2015 10:10 AM
To: Kooken, Daniel
Subject: 20151014 OED Contract for Professional Services - Dennis Mires - Site Selection services Health Department with appendix.pdf
Attachments: 20151014 OED Contract for Professional Services - Dennis Mires - Site Selection services Health Department with appendix.pdf

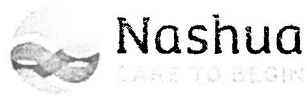
Dan,

Please see that revised contract. Dennis Mires made the modification, which can be found on page 21 of the PDF, under Task 3, bullet number 2. The line now reads, "Assist the City with the review of **all** submitted proposals."

Dennis Mires is prepared to review every proposal that we receive for the fixed fee price of \$33,300.

Thank you and let me know if you have any other questions.

Tom



Thomas F. Galligani, Jr.
Economic Development Director
Office of the Mayor-Economic Development

galliganit@nashuanh.gov

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nashuadues.com

DENNIS MIRES, P.A.
THE ARCHITECTS

EXCELLENCE SINCE 1980

| | Fee |
|---|-----------|
| Task 3: RFP and Proposal Evaluation of option to Acquire or lease Space for the Public Health and Community Services Facility | \$ 11,250 |
| o Assist City staff with the development of a Request for Proposals (RFP) to seek available sites for sale or for lease that would house the Division and its space needs for the next 30 years. While it is anticipated that City staff would develop the RFP, the consultant will be available to advise the City on how to structure the solicitation, in consideration of the City's needs, siting requirements and applicable building codes. | |
| o Assist the City with the review of all submitted proposals. The consultant will review plans, specifications and financial terms submitted to the City for each completed proposal. The consultant will be available to participate in site visits to each of the sites and to advise the City about the feasibility of each proposal. | |
| o Assist the City with an analysis of site and financial feasibility of each proposed lease or acquisition opportunity. The consultant will develop a written report evaluating and ranking each of the submitted proposals, considering site suitability, feasibility and cost to the City of Nashua. | |
| o Meet with City representatives regarding Task 3. | |
| Task 4: Comparison of Alternatives | \$ 11,450 |
| o Based upon the results and direction provided by the City, the consultant will compare selected City-owned sites identified in Task 3 with selected lease/acquisition sites identified in Task 3. The consultant will evaluate the site characteristics, site feasibility and the overall financial cost to the City. The consultant will utilize a Discounted Cash Flow Analysis to analyze the overall, long-term financial cost to the City of Nashua (30 years) and issue a written report to City representatives. | |
| Total Fee | \$ 33,300 |